AMENDMENT dated as of September 1, 1974, between GRAND TRUNK WESTERN RAILROAD COMPANY (hereinafter called the Lessee) and FIRST SECURITY BANK OF UTAH, N.A., as Owner-Trustee (hereinafter called the Company) under the Trust Agreement dated as of June 15, 1974 (hereinafter called the Trust Agreement), with STEINER SEA AIR & RAIL CO. (hereinafter called the Beneficiary) as assignee of First Security Leasing Company.

WHEREAS, the Company pursuant to the Trust Agreement has entered into a Conditional Sale Agreement (hereinafter called the Conditional Sale Agreement) dated as of June 15, 1974, with Whittaker Corporation, Berwick Forge and Fabricating Division, and an Accessory Installation Agreement (hereinafter called the "Accessory Agreement") dated as of June 15, 1974, with Evans Products Company, both relating to 100 70-ton, 50' 6" box cars (hereinafter called the Units) to be acquired by the Company and leased to the Lessee; and

WHEREAS, the Conditional Sale Agreement has been assigned to Trust Company of Georgia, as agent (hereinafter called the Agent) pursuant to the Assignment and Agreement dated June 15, 1974; and

WHEREAS, the Company and the Lessee have entered into a Lease of Railroad Equipment dated as of June 15, 1974 (hereinafter called the Lease) and certain other documents related to the Lease and Conditional Sale Agreement as necessary to effectuate the purpose of the transaction contemplated by those documents including a Guaranty Agreement dated as of June 15, 1974 with the Canadian National Railway Company as guarantor (hereinafter called the Guarantor); and

WHEREAS, the Company and the Lessee now desire to amend the Lease; and RECORDATION NO. 7674 Hed & Re-order

NOV 11 1974 = 30 PM

INTERSTALE COMMERCE COMMISSION

WHEREAS, the Beneficiary authorizes and instructs the Company to execute the Amendment as evidenced by its instruction attached hereto; and

WHEREAS, the Amendment does not adversely affect the interests of the holder of the Conditional Sale Indebtedness (as that term is defined in the Conditional Sale Agreement); and

WHEREAS, the Agent has given its prior written consent to this Amendment as evidenced by its Consent attached hereto;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto hereby agree as follows:

1. The Lease is hereby amended by substituting the following Schedule for the Schedule appearing in the second paragraph of Section 6 thereto:

Payment No.		Percentage
INTERIM		86.2867%
1	i iw	86.2867%
2 3		86.3847%
		86.2938%
4		86.0204%
5		85.5743%
6 7		84.9526%
8		83.9608%
9		82.9745%
10		81.7957%
11		80.4475%
12		78.7223%
13		77.0190%
14		75.1168%
15		73.0325% 70.5835%
16		68.1476%
17		65.5139%
18		62.7147%
19		59.7249%
20		56.5520%
21		53.2071%
22		49.6752%
23		45.9688%
24		42.07198
25		37.9922%
26		33.7476%
27		29.3000%
28		24.6833%
29		23.7679%

- 2. The Lessor will promptly cause this Amendment to be filed and recorded and deposited in like manner as the Conditional Sale Agreement and the Lease.
- 3. Except as amended hereby, the Conditional Sale
 Agreement and the Lease shall remain unaltered and in full force
 and effect in all other respects.
- 4. This Amendment may be executed in counterparts and it shall not be necessary for each party to execute the same counterpart so long as each party shall execute one counterpart which shall be delivered to the other parties thereto.

IN WITNESS WHEREOF, the parties hereto have caused their names to be signed by their respective officers thereunto duly authorized and their respective corporate seals, duly attested, to be hereunto affixed as of the day and year first above written.

be hereunto affixed as of the day and year first above written. FIRST SECURITY BANK OF UTAH, N.A., as Owner-Trustee (Corporate Seal) Attest: GRAND TRUNK WESTERN RAILROAD COMPANY (Corporate Seal) Ву Vice President Attest: Secretary CONSENTED AND ACKNOWLEDGED: CANADIAN NATIONAL RAILWAY COMPANY, (Corporate Seal) as Guarantor Attest: Ву

Authorized Officer

STATE OF UTAH)) ss.:
COUNTY OF SALT LAKE)
On this day of lether 1974, before me personally appeared force of the season of the seals affixed of FIRST SECURITY BANK OF UTAH, N.A., that one of the seals affixed to the foregoing instrument is the corporate seal of the said national banking association, that said instrument was signed and sealed on behalf of said national banking association by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said national banking association.
My commission expires: My Commission Expires Nov. 11, 1975
(NOTARIAL SEAL) STATE OF MICHIGAN)
) ss.:
COUNTY OF WAYNE)
On this
My commission expires: Notary Public

(NOTARIAL SEAL)

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	PROVINCE OF QUEBEC)) ss.: CITY OF MONTREAL)
	On this day of, to me personally known, who, being by me duly sworn, says that he is of CANADIAN NATIONAL RAILWAY COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of the said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.
	Commissioner for Oaths
	Commissioner for Oaths

PRIOR WRITTEN CONSENT

Trust Company of Georgia, as Vendor under the

Conditional Sale Agreement, dated as of June 15, 1974, with

First Security Bank of Utah, N.A., as Owner-Trustee (herein

called the Company), hereby gives its prior written consent

to the Amendment dated as of September 1, 1974, between Grand

Trunk Western Railroad Company and the Company, with respect

to the Lease of Railroad Equipment (as defined in the Amendment),

in the form to which this consent is attached.

TRUST COMPANY OF GEORGIA,

as Agent

By

Title

Date

(CORPORATE SEAL)

Attest:

INSTRUCTION OF BENEFICIARY TO OWNER TRUSTEE

First Security Bank of Utah, N.A.
79 South Main Street
Salt Lake City, UT 84111
Attention: Corporate Trust Department

Dear Sirs:

Attest:

Reference is made to the Trust Agreement dated as of June 15, 1974, between the undersigned (as assignee of First Security Leasing Company) and you, as Trustee. We instruct you to enter into an Amendment dated as of September 1, 1974, to Lease of Railroad Equipment (as defined in the Trust Agreement) in the form to which this instruction is attached.

Very truly yours,

STEINER SEA AIR & RAIL CO.

By ______

Title _____

Date _____

INSTRUCTION OF BENEFICIARY TO OWNER TRUSTEE

First Security Bank of Utah, N.A.
79 South Main Street
Salt Lake City, UT 84111
Attention: Corporate Trust Department

Dear Sirs:

Reference is made to the Trust Agreement dated as of June 15, 1974, between the undersigned (as assignee of First Security Leasing Company) and you, as Trustee. We instruct you to enter into an Amendment dated as of September 1, 1974, to Lease of Railroad Equipment (as defined in the Trust Agreement) in the form to which this instruction is attached.

Very truly yours,

STEINER SEA AIR & RAIL CO.

Ву

mi+18

Date

(CORPORATE SEAL)

Attest:

AMENDMENT dated as of September 1, 1974, between GRAND TRUNK WESTERN RAILROAD COMPANY (hereinafter called the Lessee) and FIRST SECURITY BANK OF UTAH, N.A., as Owner-Trustee (hereinafter called the Company) under the Trust Agreement dated as of June 15, 1974 (hereinafter called the Trust Agreement), with STEINER SEA AIR & RAIL CO. (hereinafter called the Beneficiary) as assignee of First Security Leasing Company.

WHEREAS, the Company pursuant to the Trust Agreement has entered into a Conditional Sale Agreement (hereinafter called the Conditional Sale Agreement) dated as of June 15, 1974, with Whittaker Corporation, Berwick Forge and Fabricating Division and an Accessory Installation Agreement (hereinafter called the "Accessory Agreement") dated as of June 15, 1974, with Evans Products Company, both relating to 100 70-ton, 50'6" box cars (hereinafter called the Units) to be acquired by the Company and leased to the Lessee; and

WHEREAS, the Conditional Sale Agreement will be assigned to Trust Company of Georgia, as agent (hereinafter called the Agent) pursuant to the Agreement and Assignment dated June 15, 1974; and

WHEREAS, the Company and the Lessee have entered into a Lease of Railroad Equipment dated as of June 15, 1974 (hereinafter called the Lease) and certain other documents related to the Lease and Conditional Sale Agreement as necessary to effectuate the purpose of the transaction contemplated by those documents including a Guaranty Agreement dated as of June 15, 1974 with the Canadian National Railway Company as guarantor (hereinafter called the Guarantor); and

WHEREAS, the Company and the Lessee now desire to amend the Lease; and

WHEREAS, the Beneficiary authorizes and instructs the Company to execute the Amendment as evidenced by its instruction attached hereto; and

WHEREAS, the Amendment does not adversely affect the interests of the holder of the Conditional Sale Indebtedness (as that term is defined in the Conditional Sale Agreement); and

WHEREAS, the Agent has given its prior written consent to this Amendment as evidenced by its Consent attached hereto;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto hereby agree as follows:

1. The Lease is hereby amended by substituting the following Schedule for the Schedule appearing in the second paragraph of Section 6 thereto;

Payment No.	Percentage
	86.2867%
2	86.2867%
3	86.3847%
1.	86.2938%
1 2 3 4 5 6 7 8	86.0204%
2	85.5743%
O	81, 9526%
7	94 9570%
8	83.9608%
9	82.9745%
10	817957%
11	80.4475%
12	78.7223%
13	77.0190%
$\overline{14}$	75.1168%
15	73.0325%
ī6	70.5835%
17	68.1476%
18	65.5139%
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19	62.7147%
20	59.7249%
21.	56.5520%
22	53.2071%
2 3	49.6752%
24	45.9688%
25	42.0719%
25 26	37.9922%
27	33.7476%
	29.3000%
28	24.6833%
29	
30	23.7679% 15.0000%
	7.7.*(AOO()/2

- 2. The Lessor will promptly cause this Amendment to be filed and recorded and deposited in like manner as the Conditional Sale Agreement and the Lease.
- 3. Except as amended hereby, the Conditional Sale
 Agreement and the Lease shall remain unaltered and in full force
 and effect in all other respects.
- 4. This Amendment may be executed in counterparts and it shall not be necessary for each party to execute the same counterpart so long as each party shall execute one counterpart which shall be delivered to the other parties thereto.

IN WITNESS WHEREOF, the parties hereto have caused their names to be signed by their respective officers thereunto duly authorized and their respective corporate seals, duly attested, to be hereunto affixed as of the day and year first above written.

FIRST SECURITY BANK OF UTAH, N.A., as Owner Trustee

•	Ву
(Corporate Seal)	Authorized Officer
Attest:	
Authorized Officer	Approved GRAND TRUNK WESTERN RAILROAD COMPANY as to fam paly
(Corporate Seal)	#80 By ////
Attest: Secretary	Attorney Vice President
Stat stary	CONSENTED AND ACKNOWLEDGED:
(Corporate Seal)	CANADIAN NATIONAL RAILWAY COMPANY, as Guarantor
Attest:	_
	ByVice President
Authorized Officer	Y A V V A A VIVIA VIVI

STATE OF UTAH)
COUNTY OF SALT LAKE)
On this day of 1974, before me personally appeared, to me personally known, who, being by me duly sworn, says that he is of FIRST SECURITY BANK OF UTAH, N.A., that one of the seals affixed to the foregoing instrument is the corporate seal of the said national banking association, that said instrument was signed and sealed on behalf of said national banking association by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said national banking association.
My commission expires:
Notary Public
(NOTARIAL SEAL)
STATE OF MICHIGAN) COUNTY OF WAYNE
On this 7th day of Africa 1974, before me personally appeared Later , to me personally known, who, being by me duly sworn, says that he is a Vice President of GRAND TRUNK WESTERN RAILROAD COMAPNY, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

My commission expires:

(NOTARIAL SEAL)

Notary Public
JACQUELINE ISABELLE PEARCE
Notary Public, Oakland County, Mich.
Acting in Wayne County, Mich.
My Commission Expires May 5, 1975

PROVINCE OF QUEBEC) ss.:

A *

Commissioner for Oaths

AMENDMENT dated as of September 1, 1974, between GRAND TRUNK WESTERN RAILROAD COMPANY (hereinafter called the Lessee) and FIRST SECURITY BANK OF UTAH, N.A., as Owner-Trustee (hereinafter called the Company) under the Trust Agreement dated as of June 15, 1974 (hereinafter called the Trust Agreement), with STEINER SEA AIR & RAIL CO. (hereinafter called the Beneficiary) as assignee of First Security Leasing Company.

WHEREAS, the Company pursuant to the Trust Agreement has entered into a Conditional Sale Agreement (hereinafter called the Conditional Sale Agreement) dated as of June 15, 1974, with Whittaker Corporation, Berwick Forge and Fabricating Division and an Accessory Installation Agreement (hereinafter called the "Accessory Agreement") dated as of June 15, 1974, with Evans Products Company, both relating to 100 70-ton, 50'6" box cars (hereinafter called the Units) to be acquired by the Company and leased to the Lessee; and

WHEREAS, the Conditional Sale Agreement will be assigned to Trust Company of Georgia, as agent (hereinafter called the Agent) pursuant to the Agreement and Assignment dated June 15, 1974; and

WHEREAS, the Company and the Lessee have entered into a Lease of Railroad Equipment dated as of June 15, 1974 (hereinafter called the Lease) and certain other documents related to the Lease and Conditional Sale Agreement as necessary to effectuate the purpose of the transaction contemplated by those documents including a Guaranty Agreement dated as of June 15, 1974 with the Canadian National Railway Company as guarantor (hereinafter called the Guarantor); and

WHEREAS, the Company and the Lessee now desire to amend the Lease; and

. WHEREAS, the Beneficiary authorizes and instructs the Company to execute the Amendment as evidenced by its instruction attached hereto; and

WHEREAS, the Amendment does not adversely affect the interests of the holder of the Conditional Sale Indebtedness (as that term is defined in the Conditional Sale Agreement); and

WHEREAS, the Agent has given its prior written consent to this Amendment as evidenced by its Consent attached heroto;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto hereby agree as follows:

1. The Lease is hereby amended by substituting the following Schedule for the Schedule appearing in the second paragraph of Section 6 thereto;

Payment No.	Percentage
1	86.2867%
2	86.2867%
3	86.3847%
14	86.2938%
Ś	86.0204%
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7	84.9526%
1 2 3 4 5 6 7 8	83.9608%
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10	81.7957%
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16	70.5835%
17	68 . 1476%
18	65.5139%
19	62,7147%
20	59.724.9%
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22	53.2071%
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24	45.9688%
25	42.0719%
25 26	37.9922%
27	33.7476%
	20.2004
28	29.3000%
29	24.6833%
30	23.7679%
/ -	15.0000%

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- 2. The Lessor will promptly cause this Amendment to be filed and recorded and deposited in like manner as the Conditional Sale Agreement and the Lease.
- 3. Except as amended hereby, the Conditional Sale
 Agreement and the Lease shall remain unaltered and in full force
 and effect in all other respects.
- 4. This Amendment may be executed in counterparts and it shall not be necessary for each party to execute the same counterpart so long as each party shall execute one counterpart which shall be delivered to the other parties thereto.

IN WITNESS WHEREOF, the parties hereto have caused their names to be signed by their respective officers thereunto duly authorized and their respective corporate seals, duly attested, to be hereunto affixed as of the day and year first above written.

FIRST SECURITY BANK OF UTAH, N.A., as Owner Trustee Ву Authorized Officer (Corporate Seal) Attest: Authorized Officer GRAND TRUNK WESTERN RAILROAD COMPANY (Corporate Seal) By___ Vice President Attest: Secretary CONSENTED AND ACKNOWLEDGED: (Corporate Seal) CANADIAN NATIONAL RAILWAY COMPANY, as Guarantor, Attest:

APPROVED AS TO FFORM" BOLICITOR

Authorized Officer

200

Bv

Hoe Rresident

ASSISTANT SECRETARY

STATE OF UTAH) ss.:
COUNTY OF SALT LAKE)
On this day of 1974, before me personally appeared, to me personally known, who, being by me duly sworn, says that he is of FIRST SECURITY BANK OF UTAH, N.A., that one of the seals affixed to the foregoing instrument is the corporate seal of the said national banking association, that said instrument was signed and sealed on behalf of said national banking association by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said national banking association.
My commission expires:
Notary Public
(NOTARIAL SEAL)
STATE OF MICHIGAN SS.:
On this day of 1974, before me personally appeared, to me personally known, who, being by me duly sworn, says that he is a Vice President of GRAND TRUNK WESTERN RATLROAD COMAPNY, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.
My commission expires: Notary Public

(NOTARIAL SEAL)

PROVINCE OF QUEBEC)
CITY OF MONTREAL

On this day of 1974, before me personally appeared J. M. DUNCAN to me personally known, who, being by me duly sworn, says that he is Vice President of CANADIAN NATIONAL RAILWAY COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of the said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Commissioner før C

R G. Jenkins,
commissioner for Oaths
Commissaire à l'Assermentation
District - Montreal

Expires Montr

AMENDMENT dated as of September 1, 1974, between GRAND TRUNK WESTERN RAILROAD COMPANY (hereinafter called the Lessee) and FIRST SECURITY BANK OF UTAH, N.A., as Owner-Trustee (hereinafter called the Company) under the Trust Agreement dated as of June 15, 1974 (hereinafter called the Trust Agreement), with STEINER SEA AIR & RAIL CO. (hereinafter called the Beneficiary) as assignee of First Security Leasing Company.

WHEREAS, the Company pursuant to the Trust Agreement has entered into a Conditional Sale Agreement (hereinafter called the Conditional Sale Agreement) dated as of June 15, 1974, with Whittaker Corporation, Berwick Forge and Fabricating Division, and an Accessory Installation Agreement (hereinafter called the "Accessory Agreement") dated as of June 15, 1974, with Evans Products Company, both relating to 100 70-ton, 50' 6" box dars (hereinafter called the Units) to be acquired by the Company and leased to the Lessee; and

WHEREAS, the Conditional Sale Agreement has been assigned to Trust Company of Georgia, as agent (hereinafter called the Agent) pursuant to the Assignment and Agreement dated June 15, 1974; and

WHEREAS, the Company and the Lessee have entered into a Lease of Railroad Equipment dated as of June 15, 1974 (hereinafter called the Lease) and certain other documents related to the Lease and Conditional Sale Agreement as necessary to effectuate the purpose of the transaction contemplated by those documents including a Guaranty Agreement dated as of June 15, 1974 with the Canadian National Railway Company as guarantor (hereinafter called the Guarantor); and

WHEREAS, the Company and the Lessee now desire to amend the Lease; and

. WHEREAS, the Beneficiary authorizes and instructs the Company to execute the Amendment as evidenced by its instruction attached hereto; and

WHEREAS, the Amendment does not adversely affect the interests of the holder of the Conditional Sale Indebtedness (as that term is defined in the Conditional Sale Agreement); and

WHEREAS, the Agent has given its prior written consent to this Amendment as evidenced by its Consent attached hereto;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto hereby agree as follows:

1. The Lease is hereby amended by substituting the following Schedule for the Schedule appearing in the second paragraph of Section 6 thereto:

Payment No. Percentage 1 86.2867% 2 86.3847% 3 86.2938% 4 86.0204% 5 85.5743% 6 84.9526% 7 83.9608% 8 82.9745% 9 81.7957% 10 80.4475% 11 78.7223% 12 77.0190% 13 75.1168% 14 73.0325% 15 70.5835% 16 68.1476% 17 65.5139% 18 62.7147% 19 59.7249% 20 56.5520% 21 53.2071% 22 49.6752% 23 45.9688% 24 42.0719% 25 37.9922% 26 33.7476% 27 29.3000% 28 24.6833% 29 23.7679% 30 15.0000%			
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- . 2. The Lessor will promptly cause this Amendment to be filed and recorded and deposited in like manner as the Conditional Sale Agreement and the Lease.
- 3. Except as amended hereby, the Conditional Sale
 Agreement and the Lease shall remain unaltered and in full force
 and effect in all other respects.
- 4. This Amendment may be executed in counterparts and it shall not be necessary for each party to execute the same counterpart so long as each party shall execute one counterpart which shall be delivered to the other parties thereto.

IN WITNESS WHEREOF, the parties hereto have caused their names to be signed by their respective officers thereunto duly authorized and their respective corporate seals, duly attested, to be hereunto affixed as of the day and year first above written.

FIRST SECURITY BANK OF UTAH, N.A., as Owner-Trustee

(Corporate Seal) Attest:	Authorized Officer
Authorized Officer	GRAND TRUNK WESTERN RAILROAD COMPANY
(Corporate Seal) Attest:	ByVice President
Secretary	
: CONSENTED	AND ACKNOWLEDGED:
(Corporate Seal)	CANADIAN NATIONAL RAILWAY COMPANY, as Guarantor
Attest:	Ву

Authorized Officer

Commissioner for Oaths

STATE OF UTAH)	
COUNTY OF SALT LAKE)	
appeared being by me duly sworn, says that FIRST SECURITY BANK OF UTAH, N.7 to the foregoing instrument is to national banking association, the sealed on behalf of said national	A., that one of the scals affixed the corporate scal of the said nat said instrument was signed and all banking association by authority acknowledged that the execution
My commission expires:	•
	en e
· · · · · · · · · · · · · · · · · · ·	Notary Public
(NOTARIAL SEAL)	
	and the second of the second o
STATE OF MICHIGAN)) ss.:	
COUNTY OF WAYNE)	
appeared being by me duly sworn, says the TRUNK WESTERN RAILROAD COMPANY, the foregoing instrument is the that said instrument was signed tion by authority of its Board of	1974, before me personally , to me personally known, who, at he is a Vice President of GRAND that one of the seals affixed to corporate seal of said corporation, and sealed on behalf of said corpora- of Directors, and he acknowledged ping instrument was the free act and
My commission expires:	Notary Public
(NOTARIAL SEAL)	

PRIOR WRITTEN CONSENT

Trust Company of Georgia, as Vendor under the Conditional Sale Agreement, dated as of June 15, 1974, with First Security Bank of Utah, N.A., as Owner-Trustee (herein called the Company), hereby gives its prior written consent to the Amendment dated as of September 1, 1974, between Grand Trunk Western Railroad Company and the Company, with respect to the Lease of Railroad Equipment (as defined in the Amendment), in the form to which this consent is attached.

TRUST COMPANY OF GEORGIA,

as Agent

Title

Corporate Trust Officer

Date

10-77-74

(CORPORATE SEAL)

Attest:

INSTRUCTION OF BENEFICIARY TO OWNER TRUSTEE.

First Security Bank of Utah, N.A.
79 South Main Street
Salt Lake City, UT 84111
Attention: Corporate Trust Department

Dear Sirs:

Reference is made to the Trust Agreement dated as of June 15, 1974, between the undersigned (as assignee of First Security Leasing Company) and you, as Trustee. We instruct you to enter into an Amendment dated as of September 1, 1974, to Lease of Railroad Equipment (as defined in the Trust Agreement) in the form to which this instruction is attached.

Very truly yours,

STEINER SEA AIR & RAIL CO.

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(CORPORATE SEAL)	Date _	# FW	To the order of the same of th				
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